

Yitzchak Zelman, Esq.
California State Bar Number: 038827
MARCUS & ZELMAN, LLC
701 Cookman Avenue, Suite 300
Asbury Park, New Jersey 07712
Phone: (732) 695-3282
Fax: (732)298-6256
Email: yzelman@marcuszelman.com
Attorney for Plaintiff
Josselin Lowell

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JOSSELIN LOWELL.

Civil Case Number:

Plaintiff.

-against-

CIVIL ACTION
COMPLAINT
AND
DEMAND FOR JURY TRIAL

**WESTLAKE FINANCIAL
SERVICES, LOSS PREVENTION
SERVICES, LLC, AND
INDEPENDENT RECOVERY,
INC..**

Defendants.

Plaintiff Josselin Lowell, a resident of California, brings this complaint by and through the undersigned attorneys, against Defendants Westlake Financial Services, Loss Prevention Services, LLC, and Independent Recovery, Inc. (hereinafter “Defendants”).

JURISDICTION AND VENUE

1. The Court has jurisdiction over this action under 28 U.S.C. § 1331, 15

1 U.S.C. § 1692 *et seq.* and 28 U.S.C. § 2201. The Court also has pendent
2 jurisdiction over the state law claims in this action pursuant to 28 U.S.C.
3 § 1337(a).
4

5 2. Venue is proper in this judicial district pursuant to 28 U.S.C. §
6 1339(b)(2).
7

NATURE OF THE ACTION

8 3. Plaintiff brings this action after the Defendants illegally repossessed her
9 vehicle without having an enforceable security interest in the vehicle,
10 thereby violating California Commercial Code § 9609 and the
11 RFDCPA. Plaintiff also brings a claim against Defendants Loss
12 Prevention Services, LLC, and Independent Recovery Inc., for illegally
13 repossessing her vehicle in violation of the Fair Debt Collection
14 Practices Act, codified at 15 U.S.C. § 1692. Finally, Plaintiff brings
15 this action against the Defendants for conversion of her vehicle and
16 trespass to chattels.
17
18

19 4. Plaintiff seeks statutory damages, punitive damages, actual damages,
20 as well as attorneys fees and costs.
21
22

PARTIES

23 5. Plaintiff Josselin Lowell is a natural person and a resident of Newport
24 Beach, California and is a “Consumer” as defined by 15 U.S.C.
25 §1692(a)(3).
26
27
28

- 1 6. Defendant Independent Recovery, Inc., (hereinafter referred to as
2 “Independent Recovery”), is a repossession company, with its principal
3 place of business in Rancho Santa Margarita, California.
4
- 5 7. Defendant Independent Recovery is a company that uses the mail,
6 telephone, or facsimile in a business the principal purpose of which is
7 the enforcement of security interests, namely the repossession of
8 vehicles by lenders.
9
- 10 8. For purposes of Plaintiff’s claims under 15 U.S.C. § 1692f(6),
11 Defendant Independent Recovery is a “debt collector,” as defined in the
12 FDCPA under 15 U.S.C. § 1692a(6).
13
- 14 9. Defendant Westlake Financial Services (“Westlake”) is an auto lender,
15 headquartered in Los Angeles, California.
16
- 17 10. Defendant Loss Prevention Services, LLC, (hereinafter referred to as
18 “LPS”), is a limited liability company that specializes in nationwide
19 recovery management, skip tracing and impound services on behalf of
20 lenders and creditors, with its principal place of business in Grandville,
21 Michigan.
22
- 23 11. Upon information and belief, Defendant LPS is a company that uses the
24 mail, telephone, or facsimile in a business the principal purpose of
25 which is the enforcement of security interests, namely the repossession
26 of vehicles by lenders.
27
- 28

1 12. For purposes of Plaintiff's claim under 15 U.S.C. § 1692f(6), Defendant
2 LPS is a "debt collector," is defined under the FDCPA under 15 U.S.C.
3 § 1692a(6).
4

5 **ALLEGATIONS OF FACT**

6 13. Plaintiff repeats, reiterates and incorporates the allegations contained in
7 the above paragraphs with the same force and effect as if the same were
8 set forth at length herein.
9

10 14. The Plaintiff owns a 2013 Audi A6 (hereinafter "the Vehicle"), which
11 she purchased for her own personal use and enjoyment.
12

13 15. The Plaintiff purchased the Vehicle with cash from a mechanic shop
14 after the prior owner abandoned the Vehicle without paying for repair
15 services.
16

17 16. Upon information and belief, the mechanic shop, processed the
18 necessary paperwork through the Department of Motor Vehicles
19 ("DMV") to sell the vehicle, including providing notice to the purported
20 lienholder, Defendant Westlake.
21

22 17. After providing such notice and waiting the statutorily required ninety
23 (90) days without receiving any response from Westlake, the mechanic
24 shop lawfully obtained title to the Vehicle.
25

26 28. Plaintiff subsequently purchased the Vehicle in good faith and for
27 value, and the Vehicle was duly titled and registered in Plaintiff's name.
28

4 20.Upon information and belief, however, and unbeknownst to Plaintiff,
5 Westlake supposedly claims that it has a security interest in the Audi.

6
7 21. As a result, Westlake apparently contracted with Defendant LPS to
8 repossess the Plaintiff's vehicle.

9 22.Upon information and belief, LPS does not perform any repossession
10 itself in California but contracts with repossession companies in all 50
11 states to carry out the actual repossession, a fact which was known to
12 Westlake.
13

15 23.Upon information and belief, after being contracted by Westlake to
16 reposess the Plaintiff's vehicle, LPS arranged for Independent
17 Recovery to carry out the actual repossession.
18

23 25.On July 31, 2024, at or around 9:20 p.m., Plaintiff's stepson alerted
24 Plaintiff that the Vehicle was being towed from Plaintiff's residence by
25 a tow truck operator (hereinafter "Defendants' repo agent).
26

28 26.Believing the Audi was being stolen, Plaintiff immediately entered her
other vehicle to pursue the tow truck.

4 28. Plaintiff called 911 and explained to the operator that her car was being
5 stolen. However, the operator informed Plaintiff that she had contacted
6 the wrong jurisdiction and needed to contact the Newport Beach Police
7
8 Department.

9 29. After following the tow truck for some time, Defendants' repo agent
10 slowed his car, allowing the Plaintiff to approach.
11

18 32. Plaintiff explained that she owned the Vehicle outright and possessed
19 the title issued by the DMV.

23 34. There, Plaintiff showed Defendants' repo agent a photograph of her
24 title
25

26 Defendants' repo agent acknowledged that he had seen similar
27 situations before, but claimed he could not release the car because the
28 Vehicle was already hooked up to his tow truck and he was being

1 recorded on camera.

2 36. Defendants' repo agent provided Plaintiff with the name of the
3 repossession company that had hired him, Loss Prevention Services.
4

5 37. Defendants' rep agent also gave Plaintiff a business card for
6 Independent Recovery, the towing company.
7

8 38. However, Defendants' repo agent refused to stop the repossession and
9 to return the Plaintiff's vehicle, insisting that he had a repo order for the
10 Vehicle.
11

12 39. The Defendants then held the Plaintiff's vehicle for days, causing her
13 to suffer extensive actual damages, including by causing her to waste
14 time and effort in having to regain possession of the Vehicle.
15

16 40. On August 2, 2024, at or around 6:00 p.m., another agent of the
17 Defendants arrived at Plaintiff's home and presented her with
18 documents to sign before releasing the Vehicle back into Plaintiff's
19 possession.
20

21 41. However, when Plaintiff questioned the documents, Defendants' repo
22 agent angrily snatched the papers back and attempted to re-hook the
23 vehicle to his tow truck.
24

25 42. In response, Plaintiff entered the Vehicle to prevent it from being
26 unlawfully taken for a second time.
27

28 43. At this point, a female passenger in Defendants' tow truck exited the

1 truck.

2 44.In fear of the situation escalating, Plaintiff contacted law enforcement.

3 45.Plaaintiff subsequently started suffering from a panic attack, exited the
4 Vehicle, and started walking back to her residence.

5 46.Defendants' repo agent started threatening Plaintiff, even taking photos
6 of her home while yelling "*you she should be scared!*"

7 47.When Newport Beach Police arrived, Defendants' repo agent falsely
8 claimed that Plaintiff had refused to sign the paperwork and tore it.

9 48.Plaaintiff tried to provide further explanation, but the police officer sided
10 with Defendants' repo agent and ordered Plaintiff to sign the documents
11 without proper review.

12 49.Plaaintiff subsequently suffered a severe panic attack to which
13 paramedics had to respond.

14 50.Plaaintiff declined hospital transport but was advised to seek further
15 medical attention due to high blood pressure and an increased heart rate.

16 51.The Defendants' actions harmed the Plaintiff, causing her to suffer
17 extensive actual damages.

COUNT I
**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES
ACT**
15 U.S.C. §1692f *et seq.*
(Against Independent Recovery and LPS)

52. Plaintiff repeats, reiterates and incorporates the allegations contained in the paragraphs above herein with the same force and effect as if the same were set forth at length herein.

53. Plaintiff brings this Count against Defendants Independent Recovery and LPS.

54. Section 1692f of the FDCPA prohibits debt collectors from using any unfair or unconscionable means to collect or attempt to collect any debt.

55. Section 1692f(6) of the FDCPA specifically prohibits debt collectors from taking or threatening to take any nonjudicial action to effect dispossessory or disablement of property if:

- (A) there is no present right to possession of the property claimed as collateral through an enforceable security interest; or
 - (C) the property is exempt by law from such dispossess or disablement.

56. At the time of the repossession, the Defendants did not have an enforceable security interest in the Plaintiff's vehicle, but they seized the Vehicle anyway and then held that vehicle even after they were alerted that they had no right to take the Vehicle.

1 57.Furthermore, because the Defendants did not have an enforceable
2 security interest in the Vehicle, the Vehicle was clearly exempt by law
3 from dispossesion.
4

5 58.As a result, Defendants LPS and Independent Recovery violated 15
6 USC § 1692f(6) when they repossessed the Plaintiff's vehicle on July
7 31, 2024.
8

9 59.By illegally repossessing the Plaintiff's vehicle in violation of the
10 FDCPA, Defendants harmed the Plaintiff, in subjecting the Plaintiff to
11 improper and deceptive collection activity, in violation of the Plaintiff's
12 statutorily created rights to be free from such a debt collector's
13 inappropriate attempts to collect a debt, and in subjecting the Plaintiff
14 to false, deceptive, unfair and unconscionable means to collect a debt.
15

16 60.Defendants' illegal activity also harmed the Plaintiff by depriving her
17 of the use of her vehicle and her possessions, and by causing her to
18 suffer, anger, anxiety, emotional distress, frustration and
19 embarrassment, and by causing her to waste time and effort in having
20 to regain possession of the vehicle.
21

22 61.By reason thereof, Defendants Independent Recovery and LPS are
23 liable to the Plaintiff for judgment that Defendants' conduct violated 15
24 USC §1692f, statutory damages, actual damages, costs and attorneys'
25 fees.
26

1 62. As a direct and proximate result of the Defendants' repossession,
2 Plaintiff suffered damages including the loss of use of the Vehicle, the
3 loss of the right to pre repossession judicial process, and damage to her
4 Vehicle, as well as mental and emotional harm including severe
5 anxiety, frustration, and embarrassment.
6
7

8 **COUNT II**

9 **WRONGFUL REPOSSESSION**

10 **California Commercial Code § 9609 *et seq.***
11 **(Against All Defendants)**

12 63. The Plaintiff repeats and re alleges the preceding paragraphs of this
13 Complaint and incorporates the same herein.

14 64. California only permits self help repossession of consumer motor
15 vehicles by a secured creditor with an enforceable security interest.
16
17 See, California Commercial Code § 9609.

18 65. At the time of the repossession, the Defendants did not have an
19 enforceable security interest in the Plaintiff's vehicle, but they seized
20 the Vehicle anyway and then held that vehicle even after they were
21 alerted that they had no right to take the Vehicle.

22 66. As a direct and proximate result of the Defendants' unlawful
23 repossession, Plaintiff suffered damages including the loss of use of the
24 Vehicle and her possessions, the loss of the right to pre repossession

1 judicial process, damage to the Vehicle, as well as mental and
2 emotional harm including frustration and embarrassment, and the time
3 wasted in securing the return of her vehicle.
4

5 **COUNT III**

6 **COMMON LAW TRESPASS TO CHATTEL**

7 **(Against All Defendants)**

8 67.The Plaintiff repeats and re alleges the preceding paragraphs of this
9 Complaint and incorporates the same herein.

10 11. Defendants intentionally took possession of Plaintiff's vehicle and its
12 contents.

13 14. At the time Defendants took possession of Plaintiff's vehicle and its
15 contents, Plaintiff did not consent to Defendants' possession of her
16 vehicle or its contents.

17 18. Defendants had no legal authority to take possession of Plaintiff's
19 vehicle or its contents.

20 21. By taking possession of Plaintiff's vehicle and its contents, Defendants
22 "dispossessed" Plaintiff of her vehicle and its contents.

23 24. As a result of Defendants' dispossession, Plaintiff was deprived of the
25 use of her vehicle and its contents for a period of time.

26 27. As a result of Defendants' unlawful dispossession, Plaintiff suffered
28 anger, frustration, emotional distress, severe anxiety, and stress, by

9 75. Defendants' actions in taking Plaintiff's vehicle without authority, is
10 evidence that its conduct was guided by willful or wanton disregard of
11 the interests of others, particularly after the Defendants refused to
12 immediately return the vehicle despite being informed that the vehicle
13 had unlawfully repossessed.
14
15

16 76. In California, secured creditors are liable for the torts committed by
17
18 their agents.

COUNT IV

CONVERSION

(Against All Defendants)

26 78. As set forth above, each of the Defendants wrongfully repossessed the
27 Plaintiff's vehicle and personal property without any present right to
28 possession of that vehicle or personal property.

1 79. Plaintiff was entitled to immediate possession of her vehicle and
2 personal property when it was seized by Defendants.

3 80. Defendants wrongfully deprived Plaintiff of possession of her vehicle
4 and personal property by seizing it without any present right to do so.

5 81. The Defendants then held Plaintiff's vehicle and personal property for
6 a period of time, thereby exercising control over the Plaintiff's property
7 and vehicle.

8 82. Defendants' conversion of Plaintiff's vehicle harmed Plaintiff, in
9 subjecting the Plaintiff to improper and deceptive collection activity, in
10 violation of the Plaintiff's statutorily created rights to be free from such
11 a debt collector's inappropriate attempts to collect a debt, in depriving
12 her of the use of her vehicle and possessions, and by subjecting her to
13 unfair and unconscionable means to collect a debt.

14 83. Defendants' illegal activity also harmed the Plaintiff by causing her to
15 suffer damage to the Vehicle, anger, severe anxiety, emotional distress,
16 frustration and embarrassment, and to suffer the time wasted in trying
17 to recover her vehicle.

18 84. By reason thereof, Defendants are liable to Plaintiff for judgment that
19 Defendants wrongfully converted the Plaintiff's vehicle, actual
20 damages, punitive damages, costs and attorneys' fees.
21
22
23
24
25
26
27
28

COUNT V

Violations Of The Rosenthal Fair Debt Collection Practices Act (Against All Defendants)

85. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

86.Cal. Civ. Code §1788.17 mandates that every person or entity collecting or attempting to collect a consumer debt shall comply with the provisions of Sections 1692b to 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15 of the United States Code statutory regulations contained within the FDCPA, 15 U.S.C. § 1692 et seq.

87. As set forth above, Section 1692f of the FDCPA prohibits debt collectors from using any unfair or unconscionable means to collect or attempt to collect any debt.

88. Section 1692f(6) of the FDCPA specifically prohibits debt collectors from taking or threatening to take any nonjudicial action to effect dispossessory or disablement of property if:

(B) there is no present right to possession of the property claimed as collateral through an enforceable security interest; or

(C) the property is exempt by law from such dispossession or disablement.

89. At the time of the attempted repossession, the Defendants did not have the present right to possession of the Plaintiff's vehicle and that vehicle was therefore also exempt by law from repossession.

90. As a result, the Defendants violated 15 USC § 1692f(6) when they
repossessed the Plaintiff's vehicle on July 31, 2024.

91. Defendants' actions, listed above, violated the FDCPA and therefore also the RFDCPA, and were done knowingly and willfully.

92. By attempting to illegally repossess the Plaintiff's vehicle in violation of the RFDCPA – and by subsequently illegally repossessing the vehicle - Defendants harmed the Plaintiff, in subjecting the Plaintiff to improper and deceptive collection activity, in violation of the Plaintiff's statutorily created rights to be free from such a debt collector's inappropriate attempts to collect a debt, and from being subjected to false, deceptive, unfair, or unconscionable means to collect a debt.

93. Defendants' illegal activity also harmed the Plaintiff by causing her to suffer anger, severe anxiety, emotional distress, frustration and embarrassment, by damaging the Vehicle, by depriving her of the use of her vehicle and the right to pre-repossession judicial process, and wasting the Plaintiff's time needed to recover her vehicle and

1 possessions.

2 94.By reason thereof, Defendants are liable to the Plaintiff for judgment
3 that Defendants' conduct violated the RFDCPA, statutory damages,
4 punitive damages, actual damages, costs and attorneys' fees.
5

6 **DEMAND FOR TRIAL BY JURY**
7

8 95.Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff
9 hereby requests a trial by jury on all issues so triable.
10

11 **PRAYER FOR RELIEF**
12

13 **WHEREFORE**, Plaintiff demands judgment against Defendants as
14 follows:

- 15 (a) awarding the Plaintiff actual damages incurred;
16 (b) awarding the Plaintiff statutory damages, along with the
17 attorneys' fees and expenses incurred in bringing this
18 action;
19
20 (c) awarding punitive damages;
21
22 (c) Awarding pre-judgment interest and post-judgment
23 interest; and
24
25 (f) Awarding the Plaintiff such other and further relief as
26 this Court may deem just and proper.

27 Dated: May 12, 2025
28

 /s/ Yitzchak Zelman, Esq.
 MARCUS & ZELMAN, LLC
 701 Cookman Avenue, Suite 300

1 Asbury Park, New Jersey 07712
2 Phone: (732) 695-3282
3 Fax: (732)298-6256
4 Email: yzelman@marcuszelman.com
5 Attorney for Plaintiff
6 Josselin Lowell
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28